
State:	Arkansas	Filing Company:	Sirius America Insurance Company
TOI/Sub-TOI:	H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan		
Product Name:	SIRA - Stop Loss - Policy/Schedule/Application		
Project Name/Number:	/		

Filing at a Glance

Company:	Sirius America Insurance Company
Product Name:	SIRA - Stop Loss - Policy/Schedule/Application
State:	Arkansas
TOI:	H12 Health - Excess/Stop Loss
Sub-TOI:	H12.004 Self-Funded Health Plan
Filing Type:	Form
Date Submitted:	01/22/2013
SERFF Tr Num:	MCHU-128852303
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	SSL-13-1000
Implementation	On Approval
Date Requested:	
Author(s):	Betty Dabrowski, Jackie Tootchen, Lauren Regnery, Jane Neal, Tim Hager, Ashley Schute, Kathy Nangle, Elizabeth Rogers
Reviewer(s):	Rosalind Minor (primary)
Disposition Date:	01/30/2013
Disposition Status:	Approved-Closed
Implementation Date:	
State Filing Description:	

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General Information

Project Name: Status of Filing in Domicile: Pending
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments: Filing cocurrently
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Group Market Type: Other Explanation for Other Group Market Type: Please see filing description
Overall Rate Impact: Filing Status Changed: 01/30/2013
State Status Changed: 01/30/2013
Deemer Date: Created By: Ashley Schute
Submitted By: Ashley Schute Corresponding Filing Tracking Number:

Filing Description:
Sirius America Insurance Company

Group Excess Loss Insurance Forms:
SSL-13-1000 Group Excess Loss Insurance Policy
SSL-13-5000AR Application and Policy Schedule for Group Excess Loss Insurance

NAIC # 38776, FEIN # 13-2997499

McHugh Consulting Resources, Inc. has been requested to file the attached form(s) on behalf of Sirius America Insurance Company. We have provided an authorization letter for your files.

The Company has provided the following descriptive information regarding the filing which we are relaying on their behalf:

The purpose of this filing is to provide a group excess loss (stop-loss) policy form that can be issued to various types of groups that are entitled, either under Federal law or the laws of Arkansas, to self-fund health insurance benefits for their employees or members and seek indemnification against losses in excess of amounts selected by policyholders and defined in issued policies.

We anticipate that most policies will insure health benefit plans sponsored by single employers for the benefit of their employees, and are subject to ERISA, but we have included variability within the forms so that we can offer these benefits to (a) Taft-Hartley Trusts and valid unions also subject to ERISA, and to groups entitled under your laws to self-fund health benefit plans for their members. When any additional group-specific filings are required for such groups, we acknowledge that approval of these forms will be subject to those additional filings.

While the Company does currently offer an employer group excess loss product, we are submitting these forms as a new rather than a replacement filing. This filing is a substantial product rewrite that incorporates extensive new coverages and options, including options that enable us to offer coverage consistent with benefits our client self-funded Plans are required by PPACA to offer to their members. As a result, the text of the forms cannot be considered a revision to our existing product offering, but rather a complete new set of forms.

The form is in final printed format subject only to changes in formatting, font style, margins, page numbers, ink, and paper

State: Arkansas **Filing Company:** Sirius America Insurance Company
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stock. Printing standards will never be less than those required by law.

We believe that these forms comply fully with your applicable laws and regulations, and appreciate your review. The effective date of this filing will be the date we receive your approval of these forms.

Thank you for your time and consideration of this filing. If you have any comments or questions, please feel free to call me at the number listed below.

Sincerely,

Tim Hager
Compliance Analyst
Mchugh Consulting Resources, Inc.
215-230-7960
mcr@mchughconsulting.com

Attachments

Company and Contact

Filing Contact Information

Ashley Schute, Compliance Project Specialist
mcr@mchughconsulting.com
2005 S. Easton Road
215-230-7960 [Phone]
Suite 207
Doylestown, PA 18901

Filing Company Information

(This filing was made by a third party - mchughconsultingresourcesinc)

Sirius America Insurance Company	CoCode: 38776	State of Domicile: New York
One Liberty Plaza	Group Code: 1129	Company Type:
New York, NY 10006	Group Name:	State ID Number:
(212) 312-2500 ext. [Phone]	FEIN Number: 13-2997499	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$100.00
Retaliatory?	Yes
Fee Explanation:	\$50.00 per form. 2 forms = \$100.00
Per Company:	No

Company	Amount	Date Processed	Transaction #
Sirius America Insurance Company	\$100.00	01/22/2013	66759161

State:	Arkansas	Filing Company:	Sirius America Insurance Company
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	01/30/2013	01/30/2013

State:	Arkansas	Filing Company:	Sirius America Insurance Company
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Project Name/Number:	/		

Disposition

Disposition Date: 01/30/2013

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Authorization Letter	Approved-Closed	Yes
Form	Group Excess Loss Insurance Policy	Approved-Closed	Yes
Form	Application and Policy Schedule	Approved-Closed	Yes

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Form Schedule

Lead Form Number: SSL-13-1000								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Approved-Closed 01/30/2013	Group Excess Loss Insurance Policy	SSL-13-1000	POL	Initial		45.500	Sirius SSL-13-1000 generic policy final-clean-01.21.13.pdf
2	Approved-Closed 01/30/2013	Application and Policy Schedule	SSL-13-5000AR	AEF	Initial		45.500	SSL-13-5000AR-01.17.13 Clean.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

SIRIUS AMERICA INSURANCE COMPANY

Administrative Office

One Liberty Plaza

New York, New York 10006-1404

POLICYHOLDER: {ABC Manufacturing Corporation}
GROUP POLICY NUMBER: {XXX123456}
POLICY EFFECTIVE DATE: {January 1, 2013}
POLICY ISSUE DATE: {January 1, 2013}
POLICY TERM: {January 1, 2013 through December 31, 2013}
STATE OF ISSUE: {Texas}

Sirius America Insurance Company, herein called the Company or We, Us or Our, in consideration of the *Application and Policy Schedule* and Disclosure Statement for this Policy and the timely payment of Premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder.

This Policy describes the terms and conditions of insurance. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if premium is paid according to agreed terms.

This Policy terminates at 12:00 AM on the day following the last day of the Policy Term unless the Policyholder and We have agreed in writing to continue this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

IN WITNESS WHEREOF Sirius America Insurance Company has caused this Policy to be executed on its Issue Date, to take effect on the Effective Date.

[XXXXXXXXXXXX]
President

[XXXXXXXXXXXX]
Secretary

• **GROUP EXCESS LOSS INSURANCE POLICY** •
• **NON-PARTICIPATING**

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GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

[Include when eligibility is based on employment status, for employer groups.]

[Actively at Work or in Active Service] means that the {Covered Person} is either:

1. at work on one of the employer's scheduled work days and is performing his regular duties on a full-time basis, either at one of the employer's usual places of business or at some other location to which the employer's business requires him to travel; or
2. on a scheduled holiday, vacation day or period of approved paid leave of absence, only if the employee was in Active Service on the preceding scheduled workday.

[Include when eligibility is not based on employment]

[A Covered Person is considered Actively at Work if he is none of the following:

1. an inpatient in a hospital or receiving outpatient care or chemotherapy, kidney dialysis or radiation therapy;
2. confined at home under the care of a physician for a treatment of a sickness or injury; or
3. totally disabled.]]

[Aggregating Specific Deductible] means the amount of Covered Expenses which equals the amount shown on the *Application and Policy Schedule* that You have agreed to Pay in addition to Specific Deductibles for each Covered Person before We will reimburse You.]

[Aggregate Reimbursement Percentage] means the percentage at which We will reimburse Covered Expenses in excess of Your Annual Aggregate Attachment Point.]

[Annual Aggregate Attachment Point] means, for the Policy Term or any portion of the Policy Term, the Plan Benefits covered by this Policy and wholly retained by You. It is not considered for reimbursement under this Policy, and is the greater of:

1. the sum of Monthly Aggregate Factors for each month of the Policy Term, determined by multiplying the total number of Covered Units by the Monthly Aggregate Factors; and
2. the Minimum Annual Aggregate Attachment Point shown in the *Application and Policy Schedule*.]

Benefit Period means the Contract Basis shown in the *Application and Policy Schedule*. Periods during which Covered Expenses (a) must be Incurred and (b) must be Paid in order to be eligible for reimbursement under this Policy are shown in the *Application and Policy Schedule*.

Company, We, Us and Our means Sirius America Insurance Company, domiciled in New York.

Covered Expenses means expenses eligible for reimbursement that are the lesser of the Usual and Customary charges, and amounts paid, for [Medically Necessary] services and supplies provided to a Covered Person, that are:

1. listed and described in the express terms and conditions of the Plan Document submitted to Us as of this Policy's Effective Date and including any additional expenses described in any Plan Document amendment made during the Benefit Period only if We agree in writing to its terms; and
2. Incurred and Paid during the Benefit Period shown in the *Application and Policy Schedule*; and
3. not otherwise excluded under the terms of the Plan Document or this Policy.

Covered Person means an individual who meets the express terms and conditions of eligibility for coverage set forth in the Plan Document, has enrolled, and for whom required premium contributions to the Plan have been made.

Disabled Person means:

- [1.] for a Covered Person who is employed, inability to do any type of work for which he is or may become qualified by reason of education, training or experience; [or
- [2.] for a Covered Person who is not employed, inability to perform all of the activities of daily living including but not limited to eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.]

Disclosure Statement means information, in a form satisfactory to Us, which We have required and You have provided in order to obtain this Policy.

Experimental or Investigational means [either (1) or (2) below].

- [1. medical services, supplies or treatments that:
 - a. are provided or performed in a special setting for research purposes, under a treatment protocol or as part of a Phase I, II or III clinical trial; or
 - b. are provided only if a Covered Person is required to sign a consent form which indicates the proposed treatment or procedure is part of a scientific study or medical research to determine its effectiveness or safety; or]
 - c. are not considered standard treatment by the majority of the medical community or by Medicare, Medicaid or any other government-financed programs or the National Cancer Institute regarding malignancies; or]
 - d. have not been granted, at the time they were provided, any required approval by any appropriate federal or state governmental agency; or]
 - e. do not have FDA approval or have FDA approval only under an interim step in the FDA process, i.e., an investigational device exemption or an investigational new drug exemption; or
 - f. are provided for off-label usage.]]
- [2. medical services, supplies or treatments that meet the Plan Document's definition of Experimental or Investigational, but only if We have agreed to accept that definition, in writing and on or before the Effective Date of this Policy.]

He, Him or His means an individual, male or female.

Incurred or Incurs means a Covered Expense for treatment, service or purchase of supplies, deemed to be the date on which a medical or prescription drug care service was rendered or a supply was provided.

[Individual Claim Limit means the maximum amount of Payments for Eligible Expenses that will be counted for any one Covered Person under Aggregate Excess Loss. The Individual Claim Limit is shown in the *Application and Policy Schedule*.]

[Medically Necessary; Medical Necessity means [either (1) or (2) below].

- [1. Care, services or supplies provided by or at the direction of a Physician that:
 - a. are needed to restore function and prevent deterioration of the Covered Person's health;
 - b. are commonly recognized by the medical profession as standard of care for control or cure or the illness or injury being treated by physicians practicing in the same or related specialty; and
 - c. are within accepted standards of medical practice for the Covered Person's injury or sickness and are not otherwise excluded under the terms of this Policy.

Medically Necessary or Medical Necessity does not include any services or supplies that are:

- a. provided only as a convenience to the Covered Person or to His Physician;
 - b. exceed the scope, duration or intensity or the level of care needed to provide safe, adequate and appropriate diagnosis and treatment; or
 - c. do not otherwise meet the definition of Covered Expenses contained in this Policy.]
- [2 Care, services or supplies that meet the Plan Document's definition of Medical Necessity, but only if We have agreed to accept that definition in writing and on or before the Effective Date of this Policy.]]

[Minimum Annual Aggregate Attachment Point means [the total of Plan Benefits You must Pay before You are eligible for reimbursement under Aggregate Excess Loss coverage. The Minimum Annual Aggregate Attachment Point is shown in the *Application and Policy Schedule*.] or [the greater of the quoted enrollment and first month's enrollment, multiplied by the Monthly Aggregate Factors, multiplied by the Aggregate Reimbursement Percentage, multiplied by the number of months in the Policy Term.]

[Monthly Aggregate Factors means the factors which are multiplied by the number of Covered Units for each Policy Month to determine the Annual Aggregate Attachment Point. The Monthly Aggregate Factors are shown in the *Application and Policy Schedule*. Monthly Aggregate Factors may be changed during the Policy Term, in accordance with the *Changes in Premium Rates and Aggregate Factors* provision of the *Administrative Provisions* section.]

Paid, Payment or Pay means that a claim has been adjudicated by the TPA and the funds are actually disbursed by the Plan prior to the end of the Benefit Period. Payment of a claim is the unconditional and direct payment of a claim to a Covered Person or His health care provider. Payment will be deemed made on the date that both:

1. the payer directly tenders payment by draft or check, via mail or by other form of delivery; and
2. the account upon which the payment is drawn contains, and continues to contain, sufficient funds to permit the check or draft to be honored by, or funds transferred electronically from, the institution upon which is drawn.

Plan Document means the written instrument which (a) You have provided to Us; (b) is in effect on the Effective Date of this Policy and (c) governs the Plan and names the fiduciaries or trustees who jointly and separately have authority to control and manage the operations and administration of the Plan. Plan Document does not include:

1. any Employee Handbooks, Employee Policies or other such documents; or
2. any changes You make to Your Plan after the Effective Date unless they have been submitted to and accepted by Us in writing; or
3. any Plan or portion of any Plan providing for any Health Reimbursement Arrangements, Health Savings Accounts or other accounts that are (a) funded by money excludable from Your or Your employees' taxable income and (b) used solely to pay deductibles, co-payments and expenses not covered by Your Plan but enumerated in IRC Section 213(d).

Plan means the [Employee Welfare Benefit Plan] [plan of health insurance benefits] the Policyholder has established, as described in the Plan Document.

Policy means this Excess Loss Insurance Policy issued to You by Us.

Policy Month means, for the first Policy Month, the period beginning on the Effective Date of this Policy and ending on the corresponding date of the following month. Subsequent Policy Months begin on the corresponding date of each calendar month and continue until the corresponding date of the next month, to the end of the Policy Term.

Run-In-Limit means the maximum amount of Covered Expenses (a) Incurred by a Covered Person between the beginning of the Benefit Period and the Effective Date of this Policy and (b) Paid by You during the Policy Term, which will be considered for reimbursement under this Policy.

[Specific Deductible] means the amount of Covered Expenses You have elected to retain and Pay for each Covered Person, and/or for each covered family. The Specific Deductible for a Covered Person is the greater of (a) the Specific Deductible and (b) any Specific Deductible applicable to a named Covered Person. Both are shown in the *Application and Policy Schedule*.]

[Specific Lifetime Maximum] means the maximum amount of Specific Excess Loss reimbursements We will make for Covered Expenses for any one Covered Person under this and any policies We have issued to You for Policy Terms preceding this Policy. The Specific Lifetime Maximum is shown in the *Application and Policy Schedule*.];

[Specific Policy Term Maximum Reimbursement] means the maximum amount We will reimburse You for Covered Expenses Incurred for any one Covered Person during the Policy Term, as shown in the *Application and Policy Schedule*. The Specific Policy Term Maximum excludes the Specific Deductible, and will not exceed the lesser of (a) the amount shown in the *Application and Policy Schedule* and (b) the maximum benefit specified in Your Plan Document.]

[Specific Reimbursement Percentage] means the percentage of Covered Expenses that We will pay that are Incurred by a Covered Person, once You have Paid benefits in excess of any Specific Deductibles and Aggregate Attachment point.]

Third Party Administrator (TPA) means a firm shown in the *Application and Policy Schedule* and having a written agreement with You to process Plan benefits and provide administrative services.

[The term Third Party Administrator, as used in this Policy, does not refer to the Plan Administrator, as that term is defined in the Employee Retirement Income Security Act (ERISA) of 1974, as amended, unless You have specifically appointed the Third Party Administrator as such.]

Usual and Customary Charges means [*either 1 or 2 below*]

[1. {75% to 500%} of the amount shown in the Resource-Based Relative Value Schedule (RBRVS) established by the Centers for Medicare & Medicaid Services (CMS) for the service or supply in the area in which it was provided or supplied. If the value for any service or supply reimbursable under this Policy cannot be determined from the RBRVS, We will determine a Usual and Customary value based on the common paid charge for the same or comparable service or supply in the geographic area in which it is furnished.]

[2. the common paid charge for the same or comparable service or supply in the geographic area in which the service or supply is furnished. Usual and Customary Charges are determined based upon:

- a. the amount of resources expended to deliver the treatment;
- b. the complexity of the treatment rendered;
- c. generally accepted billing practices for unbundling or multiple procedures;
- d. Medicare reimbursement rates for comparable services or supplies;
- e. costs to the provider for providing the service or supply;
- f. charging protocols and billing practices generally accepted by the medical community; and
- g. amounts Paid after discounts under governmental and private plans.]

You, Your refers to the Policyholder shown on this Policy's first page.

[SPECIFIC EXCESS LOSS COVERAGE]

We will reimburse You for Covered Expenses You have Paid to or on behalf of a Covered Person when:

1. those Covered Expenses exceed the Specific Deductible; and
2. the total of all Covered Expenses You have Paid to or on behalf of all Covered Persons exceeds any Aggregating Specific Deductible shown in the *Application and Policy Schedule*.

The amount of Specific Excess Loss reimbursement equals the total of Covered Expenses You have Paid to or on behalf of each Covered Person; less:

1. the Specific Deductible applicable to him; and
2. any unsatisfied portion of the Aggregating Specific Deductible multiplied by the Specific Reimbursement Percentage.

[For purposes of determining any reimbursement amount due under this Coverage, You may request, and We may, at Our option, agree in writing that the Benefit Period be extended for a maximum of {3-18} months, for payment of a Covered Person's claim if all of the following conditions are satisfied for that specific claim:

1. The claim was Incurred during the Benefit Period; and
2. The claim was adjudicated by Your TPA and denied during the Benefit Period; and
3. A final appeal of the denial decision has been made to an Independent Review Organization (IRO); and
4. You are notified that the IRO reversed the denial and You are required to pay the claim; and
5. the claim is not (a) otherwise excluded under the terms of Your Plan or this Policy or (b) payable under any other policy of stop-loss or other coverage.]

The total of Specific Excess Loss reimbursements We will make for Covered Expenses for any one Covered Person under this and any policies We have issued to You for Policy Terms preceding this Policy will not exceed the Specific [Lifetime] or [Policy Term] Maximum.]

[AGGREGATE EXCESS LOSS COVERAGE

The Aggregate Excess Loss benefit for the Policy Term equals the Covered Expenses You have Paid in accordance with Your Plan Document during the Benefit Period shown in the *Application and Policy Schedule*, less:

1. the greater of the Minimum Annual Aggregate Attachment Point and the calculated Annual Aggregate Attachment Point; and less
2. the Specific Excess Loss benefits which have been or will be reimbursed by Us under the Specific Excess Loss coverage; and less
3. any Payments which exceed any limitations of coverage under this Policy or which are excluded under this Policy; multiplied by
4. the Aggregate Reimbursement Percentage.

The Aggregate Excess Loss benefit may never exceed the Maximum Aggregate Reimbursement specified in the *Application and Policy Schedule*.

If for any reason Your Aggregate Excess Loss coverage terminates before the end of the Policy Term, the Minimum Annual Aggregate Attachment Point shown in the *Application and Schedule* will continue to apply and will not be reduced.]

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date

We agree to provide Excess Loss Coverage described in this Policy upon Our acceptance of the Policyholder's application, Disclosure Statement and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page, for the Policyholder and any affiliates shown in the *Application and Policy Schedule* [as long as the Minimum Plan Enrollment shown in the *Application and Policy Schedule* has been met].

Eligibility

{An employee} and any eligible dependents become eligible to be Covered Persons under this Policy on the later of the Policy Effective Date and the date each meet the terms and conditions for eligibility set forth in Your Plan Document.

Effective Date

An eligible {employee} and any eligible dependents become Covered Persons on the date each meets the conditions for eligibility defined above, as long as (a) he is not excluded in the *Special Limitations* section of the *Application and Policy Schedule* and (b) We have received required premium for his coverage.

[Deferred Effective Date

The Effective Date of coverage under this Policy will be deferred for an eligible person who is not in Active Service [, for any reason other than any medical condition or act of domestic violence,] until the later of the date coverage would otherwise have become effective and the date he returns to Active Service.]

Effective Date of Plan Changes

Any change to Your Plan will result in changes to the Covered Expenses considered for reimbursement under this Policy that become effective, provided You have given Us at least 30 days written notice, on the later of:

1. the effective date of the changes to Your Plan; and
2. the date We give written approval to amendment of Your Plan Document enumerating such changes.

Effective Date for Newly Acquired Affiliates

A newly-acquired affiliate may be covered under this Policy on the date it is acquired as long as the Policyholder notifies Us within {30 to 180} days of its acquisition, completes required disclosures and pays the required premium. If We are not notified within the required time period, the affiliate will be covered on the date We agree in writing to provide coverage and receive the required [disclosures and] premium.

TERMINATION OF INSURANCE

Coverage for a Covered Person will end on the earliest of:

1. the date this Policy is terminated; [and]
2. the date the Covered Person ceases to meet eligibility requirements set forth in the Plan Document [; and
3. the date We have reimbursed You an amount equal to any applicable Specific Lifetime or Policy Term Maximum for that Covered Person, as shown in the *Application and Policy Schedule*].

This Policy will terminate on the earliest of:

1. the end of the Policy Term;
2. the end of the last period for which premium was paid, subject to the Grace Period provision;
3. the date You elect to terminate it, provided You have provided [31] days advance notice to Us;
4. the date the Plan terminates;
5. the date the contractual agreement between You and Your TPA terminates unless We have agreed in writing to a new TPA;
6. the last day [of the third consecutive month in which] You fail to maintain either (a) the Minimum Plan Enrollment shown in the *Application and Policy Schedule* unless We have agreed in writing to a lower Minimum or (b) You fail to maintain any minimum enrollment required by applicable state or federal law;]

- [7. the date You [suspend active business operations,] [are placed in bankruptcy liquidation or receivership; or] [dissolve];]
- [8. any date on which You do not pay claims or make funds available to pay claims as required by Your Plan;]
- [9. any date We determine that You have intentionally withheld filing or payment of claims in order to artificially control timing of payment of reimbursements under this Policy]; and.
- [10 the date Your TPA is no longer approved by Us].

If this Policy terminates on its Effective Date, We will refund any premium You have paid for this Policy less any reimbursements We have made to You. We retain the right to terminate this Policy if You are placed in bankruptcy protection and fail to notify Us within 30 days of the date You file for such protection. Termination will not affect a claim for reimbursement of Covered Expenses Incurred while coverage was in effect.

GENERAL EXCLUSIONS

We will not reimburse You for any medical services or supplies, or other costs You incur, which result, directly or indirectly, in whole or in part, from any of the following:

1. [any liability or obligations You assume under any contract or service agreement other than the Plan Document;]
2. [any changes You make to Your Plan Document after the Effective Date of this Policy, unless We have agreed in writing;]
3. [war, whether declared or undeclared, civil war, invasion, hostilities, riot or resistance to armed aggression;]
4. [any employment for wage or profit, when the Covered Person is entitled to coverage mandated by Workers' Compensation or similar law, whether or not such coverage is in force or a claim has been made;]
5. [any injury sustained during commission or attempt to commit a felony as defined by the laws of the state in which such commission or attempt occurred, whether or not the Covered Person is charged or convicted;]
6. [any self-inflicted injury or illness [unless as a result of a medical condition or an act of domestic violence];]
7. [administration of claims, including costs of investigation, payments or other services provided by Your TPA, or consulting fees or expenses of any litigation;]
8. [Experimental or Investigational surgery or treatment as defined in this Policy; [except that this exclusion will not apply to routine items and services that (a) would have been Covered Expenses had they not been Incurred during an approved clinical trial, and (b) are provided during an approved clinical trial, as required and defined under PHSA Section 2709];]
9. [legal expenses and fees, including legal expenses and fees Incurred on behalf of any Covered Person in obtaining medical treatment or expenses Incurred in connection with a judgment or settlement arising out of Your negligence in providing, arranging, or failing to provide or arrange a benefit to a Covered Person;]
10. [expenses Incurred by an employee whose employment and coverage under the Plan terminated according to the terms of the Plan, but who (a) would have been eligible, as required under any applicable state or federal law, to continue coverage under Your Plan had You offered such continuation in a timely manner or (b) elected such coverage and failed to pay premiums timely;]
11. [noncontractual damages, court costs and legal fees, including but not limited to compensatory, exemplary and punitive damages, fines or statutory penalties;]
12. [Your TPA's failure to provide timely Payment to providers which results in loss of any discount for services or supplies. We will reimburse only for the discounted amount that would have been payable had Your TPA made timely Payment.]

The following are not Covered Expenses and are therefore (a) not eligible for reimbursement under this Policy, and (b) may not be applied to satisfy any individual or Aggregating Specific Deductibles or Aggregate Attachment Point applicable to this Policy:

1. any deductibles, coinsurance or co-payment amounts specified in the Plan Document;
2. reimbursements for any deductibles, coinsurance or co-payment amounts, or any other expenses excluded by the Plan Document or this Policy, which have been made from Health Reimbursement Arrangements, Health Savings Accounts or any other accounts that are (a) funded by money excludable from Your or Your employees' taxable income and (b) enumerated in IRC Section 213(d);
3. any taxes or assessments levied by any governmental entity, on contributions You make to Your plan, claims Paid by Your Plan or amounts other than premiums You pay to Us for this insurance;
4. any amounts reimbursable under any co-ordination of benefits provisions of the Plan, from any other source that is primary;
5. prescription drugs, including any mail order prescription plan or any pre-paid prescription drug plan, dental, vision or disability plans unless specifically shown in the *Application and Policy Schedule*;
6. any treatment or service in violation of any law or regulation;

7. any expenses Incurred by a Covered Person who was required to be, but who was not, disclosed on Your Disclosure Statement;
8. any amounts in excess of Usual and Customary charges, as defined in this Policy, for Covered Expenses.

REIMBURSEMENT PROVISIONS

Responsibility for Claims under Your Plan

We have no liability or responsibility under the terms of this Policy to make payment to or on behalf of any Covered Person or for any benefits that You have agreed to provide under the terms of Your Plan Document. Our sole liability is to You, in accordance with the terms of this Policy. You may not assign any Excess Loss benefits to Covered Persons or providers of services.

Determination of benefits under Your Plan is Your sole responsibility. We have no duty to settle or adjust claims filed by individuals covered under Your Plan. We do have the right to review each claim You submit to Us to determine if it is a Covered Expense for which You are entitled to reimbursement under this Policy. Only We have the authority to reimburse losses covered by this Policy.

We do not incorporate the decisions of the Plan or defer to benefit determinations by the Plan. We reserve the right to interpret the terms and conditions of the Plan Document as it applies to this Policy. Only We have the right to deny or reimburse losses under this Policy, without deference to the determinations by the Plan.

We assume no responsibility for determining that Your Plan Document meets requirements of applicable law. You agree to hold Us harmless should any regulatory authority determine that You are responsible for any expenses not specified in Your Plan Document. Such expenses will not be Covered Expenses if they are Incurred before the date You amend Your Plan Document and We have agreed in writing to accept that amendment.

Administration of Claims under Your Plan

You agree to retain and pay the Third Party Administrator (TPA) named in the *Application and Policy Schedule* or subsequently changed, subject to Our approval, at all times. We agree to recognize Your TPA, as shown in the *Application and Policy Schedule* or subsequently amended, as Your sole agent for adjudication and payment of all claims under Your Plan, and for any other administrative duties for which You and Your TPA have contracted. You and We agree that only claims adjudicated and Paid by Your TPA will be considered for reimbursement under the terms of this Policy, and that no other entity, including You and Us, has the authority to adjudicate and Pay claims under Your Plan.

As Your agent, Your TPA has the authority and responsibility to:

1. calculate and pay all claims eligible under Your Plan;
2. maintain accurate and separate records of claim payments and other expenses not covered;
3. provide Us, on or before the 15th day of each Policy Month, data We may require, including numbers of Covered Persons and Covered Units, and amounts and numbers of claims paid;
4. submit Notice and Proof of Loss to Us, and certify claims data supporting such Proof of Loss;
5. perform other duties for which You have contracted and paid; and
6. if specifically authorized by You, calculate and pay premiums for this insurance and receive reimbursements and any other payments from Us.

We agree to recognize any Power of Attorney You have given to Your TPA only when We have received a signed copy. It will remain in effect, and We will have no liability for any action We take as a result, until We receive signed revocation.

Notice of Claim for Reimbursement

Any notice We provide to Your TPA, as Your agent, is considered notice to You and any notice Your TPA provides to Us is considered notice from You. Any failure of either You or Your TPA to provide any information necessary to meet notice requirements of these *Reimbursement Provisions* to the other will not invalidate those notice requirements.

You must give Us written notice:

1. of any claim or accumulation of claims within 30 days of the date total expenses Incurred by a Covered Person equal or exceed the lesser of (a) 50% of the Specific Deductible applicable to him and (b) {\$50,000};
2. of any potentially catastrophic loss immediately upon receipt of information that a Covered Person has a condition, sickness, diagnosis, diagnostic testing protocol, prescription drug regimen or injury for which notice is required in the original Disclosure Supplement You completed when You applied to Us for this insurance; and
3. within 30 days of the date the total of claims Incurred and Paid during the Benefit Period for all Covered Persons reach the Annual Aggregate Attachment Point.

Notice can be given to Us or to Our authorized agent. Notice should include the Policyholder's name, policy number and address.

Your failure to furnish written notice within the time required by this Policy will not invalidate or reduce any claim for reimbursement if it must be furnished as soon as possible, but in no event later than one year after the date written notice is first required.

Policyholder Cooperation Provision

Your failure to cooperate with Us in the administration of any claim for reimbursement may result in denial of all or part of that claim. Such cooperation includes, but is not limited to, (a) providing any information or documents needed to determine whether reimbursements are payable or the actual reimbursement amount due, within amounts of time specified in the *Notice of Claim* and *Proof of Loss* provisions in this Section, and (b) Your refraining from withholding filing and/or payment of claims under Your Plan in order to artificially control timing of payment of reimbursements under this Policy.

Proof of Loss

Written proof of loss satisfactory to Us must be given to Us at Our office within {60, 90} days of the loss for which claim is made. If written proof is not given within that time, no claim for reimbursement will be invalidated or reduced if it is shown that such proof was given as soon as reasonably possible. In any case, written proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

Time of Payment of Reimbursements

We will promptly pay benefits due under this Policy for any loss upon receipt of due satisfactory written proof of such loss and Your payment of claims and any other reasonably required additional supporting documentation.

Payment of Reimbursements

Amounts payable under this Policy will be paid when We receive and accept all the required material. Required material shall include proof of loss and proof of Payment for Covered Expenses under the Plan and any reasonably requested supporting documentation. We will have sole authority to reimburse or deny claims under this Policy. All benefits will be paid in United States currency. All reimbursement amounts payable under this Policy will be payable to You.

We do not incorporate the decisions of the Plan or defer to benefit determinations by the Plan. We reserve the right to interpret the terms and conditions of the Plan as it applies to this Policy. Only We have the right to deny or reimburse losses under this Policy without deference to the determinations by the Plan.

Reimbursements under this Policy will not include:

1. any taxes or assessments paid or payable by You unless We have agreed in writing to pay any specified taxes and assessments; and
2. any tax or assessment liability, interest or penalty imposed by any regulatory or taxing authority.

In addition, You agree to:

1. hold Us harmless from any liability for taxes and assessments levied against Us by any federal or state agency on the basis of coverage provided, premiums or claims paid and numbers of individuals covered under Your Plan, other than for premium taxes payable by Us; and
2. reimburse Us for amounts of such taxes and assessments, interest, penalties or other costs incurred by Us as a result; and
3. provide or employ Plan supervision and claim administration services acceptable to Us, to administer the Plan and process and pay claims according to the terms of the Plan.

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written proof of loss has been furnished as required by this Policy. No such action may be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

We have the right to recover any amount overpaid if We have reimbursed You for amounts that do not meet the definition of Covered Expenses or are otherwise excluded under the terms of this Policy. If You have any valid claims against any third parties for amounts owed to Your Plan, it is Your sole responsibility to investigate and prosecute them. Any expenses You incur in prosecuting such claims are Your sole responsibility and shall not reduce any overpayments due Us under this provision.

We have the right to recover any overpayment We have made by:

1. requesting a lump-sum payment;
2. reducing any amounts payable under this Policy or offsetting against any future reimbursements; or
3. pursuing a claim You have against a third party, in the event You decline to either pay Us a lump sum repayment or pursue a claim against the third party. Any amounts We may recover under this provision will first be applied to reduce the overpayment You owe Us, second to any costs We incur in recovering money due and third, refunded to You.

[Arbitration

Any controversy or claim, or any breach of contract, arising out of or relating to this Policy shall be settled by arbitration in accordance with the rules and procedures of the American Arbitration Association, with the express stipulation that the arbitrators shall strictly abide by the terms of this Policy and shall strictly apply rules of law applicable to it. All matters shall be decided by a panel of three arbitrators. Judgment upon any award rendered by the arbitrators may be entered in any court of competent jurisdiction. This provision shall survive termination of this Policy. The parties to this Policy may alter any of the terms of this provision only by express written agreement, although such alteration may be before or after any rights or obligations arise under this provision.]

ADMINISTRATIVE PROVISIONS

Grace Period

A Policy Grace Period of {31, 45, 60, 90} days will be granted for payment of required premiums due after the first premium. This Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last day of the last period for which premium was paid.

Premiums

The premiums for this Policy will be based on the rates, as set forth in the *Application and Policy Schedule* or subsequently changed, the coverages and limits selected and the premium mode selected, as shown in the *Application and Policy Schedule*. We will provide You notifications of premiums due or premium changes, by mail to Your most current address in Our files.

Premium Payment

You are responsible for payment of premiums when due. Payment to Your TPA, agent or broker is not payment to Us. Premiums are paid when Your premium is transferred from Your bank to Our bank, whether by check, draft or electronic transfer.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premium, except as provided in the Grace Period provision.

Changes in Premium Rates and Aggregate Factors

No change in rates or factors will be made during the Policy Term, unless any of the following events take place:

1. the terms of this Policy change or You make changes to Your Plan and We agree in writing to corresponding changes in this Policy;
- [2. the number of Covered Persons has increased or decreased by more than {10%} since the Policy Effective Date;]
- [3. coverage is reinstated following failure to pay premium during the Grace Period;]
- [4. acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets;]
- [5. there is 10% or more variance between (a) average claims paid during the last two months of the 12-month period immediately preceding the Effective Date of this Policy and (b) the average claims paid during the first 10 months of that same 12-month period;]
- [6. claims paid during any run-out period of a policy whose term immediately precedes this Policy equal or exceed 15% of the total of claims paid during its Policy Term;]
- [7. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects Our benefit obligations under this Policy]] or
8. information becomes known subsequent to Policy issue that, if known before Policy issue, would have resulted in changes to current rates, factors, deductibles or other terms of coverage; or
9. You fail to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in premium rates will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

[Premium Audit

We will have the right to audit Your books and records at Your or Your TPA's place of business during regularly-scheduled business hours, in order to determine the accuracy of premium paid.]

Reinstatement

This Policy may, at Our sole option, be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement include written application of the Policyholder and completion of required disclosure satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to the earliest period for which premium was not previously paid. This Policy shall not be reinstated until We have confirmed such reinstatement to You in writing and all outstanding premiums have been paid.

GENERAL PROVISIONS

Assignment

The rights and benefits under this Policy may not be assigned and any attempt to assign will be invalid.

Entire Contract

This Policy, including the *Application and Policy Schedule*, any endorsements, amendments and attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Incontestability

All statements You have made to obtain this Policy are, in the absence of fraud, considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless contained in the *Application and Policy Schedule*, and copies are deemed part of this Policy and provided to You at issue.

We may rescind this Policy if either:

1. You or Your TPA have committed fraud in order to induce Us to provide this insurance; or
2. You or Your TPA have misrepresented or concealed any material fact or circumstance, including any failure to disclose all information required.

[If We determine, before or after We accept Your *Application and Policy Schedule* and issue a Policy to You, that You knew, or would have known had the required diligent search been made, information material to coverage under this Policy, or to a claim, or to rates, terms and conditions of this Policy, We may deny a claim for reimbursement or may revise premium rates or this Policy's terms and conditions, including termination and/or rescission.]

Misstatement of Fact

If You have misstated any fact, We may adjust premiums or amounts payable under this Policy to those applicable had such fact been correctly stated.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to Us by each premium due date:

1. a current census of all Covered Persons enrolled in Your Plan as of the Policy Effective Date;
2. an updated census of all Covered Persons enrolling or terminating after the Policy Effective Date;
3. the names of those persons whose insurance is being continued under COBRA; and
4. any additional information required by Us.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

Hold Harmless

You agree to indemnify and hold Us harmless for any legal expenses incurred, settlements made or judgments awarded against You or Your TPA that result from any dispute between You and any current or former participant of Your Plan when such expenses, settlements or judgments did not result from Our sole negligence or intentional wrongful acts.

We will notify You if We are informed that We are named in any current or potential legal action of such a dispute, within a reasonable time. We will cooperate with You in matters relating to the

dispute, but Our cooperation will not waive Our right to solely defend or settle any action in a manner prudent for Us.

[TERMINAL AGGREGATE LIABILITY OPTION

We will pay any reimbursements provided by the terms of this Policy, for expenses covered under Your Plan that are Incurred during the Policy Term and paid under Your Plan during a 90-day period beginning at the end of the Policy Term if all of the following conditions have been met:

1. this Terminal Liability Option has been in force continuously, during the entire period Your Plan has been continuously insured under Excess Loss Insurance Policies issued by Us; and
2. You cease to offer a self-insured Plan at the end of this Policy's Policy Term; and
3. You give Us notice of such termination at least 30 days before the end of the Policy Term; and
4. expenses would otherwise have met this Policy's definition of Covered Expenses.

When reimbursements become payable under the terms of this Option, the Aggregate Attachment Point will be recalculated retroactive to the beginning of the Policy Term, using the Aggregate Factors shown in the *Terminal Liability Option* section of the *Application and Policy Schedule*.]

[AGGREGATE ACCOMMODATION OPTION]

We will pay an Aggregate Accommodation benefit for the fourth and any succeeding Policy Months if You request payment and submit Notice of Claim and Proof of Loss, as required in the *Reimbursement Provisions* section of this Policy. This benefit will equal the amount by which the total of Covered Expenses You have Paid exceeds the sum of the following:

1. the pro-rated Annual Aggregate Attachment Point; plus
- [2. any amounts We have reimbursed You under this Policy's Specific Excess Loss provisions; plus]
2. any other Aggregate Advance amounts We have paid to You during the Policy Term; plus
3. the Advance Threshold amount shown in the *Application and Policy Schedule*.

For purposes of determining any Aggregate Advance amounts payable, the pro-rated Annual Aggregate Attachment Point equals the greater of:

1. the number of Covered Units in each category shown in the *Application and Policy Schedule* multiplied by the monthly aggregate factors applicable to each, for each of the Policy Months this Policy has been in force; and
2. the Minimum Aggregate Attachment Point multiplied by a fraction for which the numerator is the number of Policy Months this Policy has been in force and the denominator is the number of months in the Policy Term.

The cost of this Option is included in the Aggregate Excess Loss premium rates shown in the *Application and Policy Schedule*.

Reconciliation

You must submit Proof of Loss, no later than the end of the Policy Term, showing the sum of all Covered Expenses You have Paid during the Policy Term. If the sum of all of the Covered Expenses You have Paid exceeds the sum of:

1. the Annual Aggregate Attachment Point; plus
2. any Aggregate Advance amounts We have paid during the Policy Term; plus
3. any amounts We have reimbursed You under this Policy's Specific Excess Loss provisions;

then We will pay You the amount of that excess. If We advanced You more than the amount of the Maximum Aggregate Reimbursement, We may, at Our option:

1. require repayment of the overpayment within 60 days after We provide written notice of the amount due, subject to a late payment charge of 10% per annum; or
2. reduce subsequent reimbursements otherwise due under the Aggregate or Specific Excess Loss provisions of this Policy by the amount of the overpayment.

Treatment of Accommodation

This Aggregate Accommodation Option shall be an obligation of the Policyholder for which no interest shall be charged except for an overpayment due Us for more than 60 days, and shall be repaid as provided herein. Any payment made under this Option is not a loan but rather an advance payment of any amounts payable for the Policy Term under the Aggregate Excess Loss provisions of this Policy. Any such payment shall at all times be considered Our funds for which use by the Policyholder is provided under the terms of this Option. We shall have preference over all other claimants for the return of any overpayment We make, as described above. You shall be liable for all costs and expenses, including reasonable attorney's fees, incurred in the collection of any amount outstanding.]

[SPECIFIC ADVANCE REIMBURSEMENT OPTION

We offer this Option, for which We charge no additional premium and which We, at Our sole discretion, may change or withdraw at any time. Each request for Advance Reimbursement must be made on a form provided by Us and is subject to the requirements and conditions described below.

We will pay a Specific Excess Loss reimbursement, for Covered Expenses Incurred by a Covered Person when:

1. Each claim submitted for Covered Expenses has been fully processed by Your TPA according to the terms of Your Plan, and approved for payment; and
2. You have Paid claims for that Covered Person totaling the Specific Deductible applicable to him plus any unsatisfied portion of any Aggregating Specific Deductible; and
3. You have paid premiums for this Policy current to the most recent Premium Due Date; and
4. You request and We agree to an Advance Reimbursement, in an amount at least equal to the Advance Reimbursement Minimum shown in the *Application and Policy Schedule*, at the time You submit a request for reimbursement under Your Specific Excess Loss coverage to Us, and
5. You provide proof of loss and any additional information We request; and
6. claims for which You are requesting an Advance Reimbursement are both Incurred before the end of the Policy Term and received by Us before the end of the Benefit Period.

Proof of Payment

You must submit proof to Us within {ten} business days of receipt of a Specific Advance Reimbursement that claims for which it was requested have been Paid.

Any payment made under this Option is not a loan but rather a payment under the Specific Excess Loss provisions of this Policy. Any payment We make to You under the terms of this Option will release Us from further obligation for reimbursement of claims You Pay as a result of Our Advance Reimbursement payment to You. Inclusion of this Option in this Policy and reimbursements made under it do not change any other terms of this Policy.]

SIRIUS AMERICA INSURANCE COMPANY
One Liberty Plaza
New York, New York 10006-1404

APPLICATION AND POLICY SCHEDULE FOR GROUP EXCESS LOSS INSURANCE

Part I Proposed Policyholder

a. Full Legal Name of Proposed Policyholder

b. Address and TIN

Tax Identification Number

c. Name and Title of Contact Person

d. Proposed Policyholder is

Please describe type of entity or type of business that will own policy

e. Requested Effective Date

Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) Sirius has received the initial premium on or before that date. The Policy Term will end one year after its Effective Date unless otherwise requested and agreed to by Us.

f. Eligible Persons Under Your Plan to be Covered Under This Policy

Please check all that apply

- ☐ Retired Employees ☐ Former Employees Continuing Coverage under COBRA or other continuation provisions of the Plan
- ☐ Disabled Employees ☐ Employees not Actively at Work on their Effective Dates
- ☐ Other – please describe _____

h. Minimum enrollment ☐ _____ Covered Units, or ☐ % Initial Enrollment _____

Part II Plan of Insurance and Premium Calculation

Please check all coverages and options for which You are applying

a. ☐ Specific Excess Loss Coverage

i. Include coverage for: ☐ Medical Plan ☐ Prescription Drug Plan

ii. Specific Deductible Amount Per Covered Person \$ _____

iii. Aggregating Specific Deductible \$ _____
Fixed dollar amount or, if greater, amount x number of Covered Persons

[[iv.] Specific Lifetime Maximum _____ Per Covered Person \$ _____]

[[v.] Specific Benefit Period maximum reimbursement per Covered Person \$ _____]

[vi]. Specific Reimbursement Percentage % _____

[vii.] Contract Basis -- Benefit Period includes reimbursement for Covered Expenses
Incurred from _____ through _____
enter date *enter date*
and Paid from _____ through _____
enter date *enter date*

[viii.] Reimbursement for Covered Expenses Incurred before the Effective Date will be limited to

\$ _____ per Covered Person; \$ _____ in total.

x. Monthly Premium Rates -- per
Covered Unit Premium Rate Number Covered

Employee Only

Employee and Spouse

Employee and Dependent Children Only

Employee, Spouse and Dependent Children

Other—please describe

b. ☐ Aggregate Excess Loss Coverage

i. Include coverage for: ☐ Medical Plan ☐ Prescription Drug Plan
☐ Dental Plan ☐ Vision Plan

ii. Individual Claim Limit \$ _____

iii. Maximum Aggregate Reimbursement \$ _____

iv. Aggregate Reimbursement Percentage _____

v. Contract Basis--Benefit Period includes reimbursements for Covered Expenses
incurred from _____ to _____
enter date *enter date*

vi. Reimbursement for Covered Expenses Incurred before the Effective Date will be limited to

% _____ per Covered Person; ☐ % _____ in total.

vii. Monthly Aggregate Factors and Premium Rates

Covered Unit Factor No. Covered Premium Rate

Employee Only

Employee and Spouse

Employee and Dependent Children Only

Employee, Spouse and Dependent Children

Other—please describe

viii. Minimum Aggregate Attachment Point \$ _____

c. Additional Options

- i. Terminal Aggregate Liability Option ☐ included ☐ excluded
When this Option is in effect, Monthly Aggregate Factors shown above and applicable to the full Policy Term are modified to:

Monthly Aggregate Factors

Covered Unit	Factor	PEPM Cost
Employee Only		
Employee and Spouse		
Employee and Dependent Children Only		
Employee, Spouse and Dependent Children		
Other—please describe		

- ii. Aggregate Accommodation Option ☐ included ☐ excluded

Advance Threshold \$ _____

- iii. Specific Advance Reimbursement Option ☐ included ☐ excluded

Minimum Advance Reimbursement \$ _____
Must be at least {\$1,000}.

- d. Special Limitations** *Please list (a) any special Specific Deductibles or other limitations applicable to individuals for whom information was included on the Disclosure Statement, identifying the deductible amount, limitation and name of individual to which it applies, and (b) any Special Limitations and conditions applicable to the Policy applied for.*

Part III Administrative Information

- a. **Your Third Party Administrator (TPA) is** _____
Please provide name and address
- [b. **Your Preferred Provider Organization(s) (PPO) is/are** _____
Please provide names and addresses]
- [c. **Your Utilization Review Agent(s) is/are** _____
Please provide names and addresses]
- d. **Your Agent of Record is** _____
- e. **Your Initial Premium Deposit \$** _____
Amount submitted with this application

Part IV Acknowledgements and Signatures

- a. **Plan Provisions** Applicant attests that the Plan Document provided to Us includes at least the following provisions:
- i. **Employees** – definition, including minimum qualifying hours worked, eligibility, effective date and HIPAA eligibility date provisions;
 - ii. **Dependents** – definition, including all age requirements, eligibility and effective date provisions;
 - iii. **Termination** – when benefits and eligibility cease, any continuation/extension of coverage provisions for leave, layoff or disability, including all applicable state and federal (COBRA) continuation requirements;
 - iv. **Transplants** – Covered Person and non-Covered Person donor benefits, recipient benefits, including any covered transportation, lodging and companion charges; and
 - v. **Exclusions** – including any expenses resulting from riot or revolt, and war, whether declared or not; [any charges resulting from occupational accidents or illnesses;] or Alternative Treatments except when Medically Necessary and cost-effective compared to standard treatments.
- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that (i) applicant is entitled under applicable law to provide self-funded health benefits to its {employees, members, students} and (ii) all statements and answers in this application are true and complete. I understand and agree that (i) this Application and Policy Schedule will form part of any policy issued, (ii) no information given to or acquired by any representative of Sirius will bind it, unless it is in writing on this application, (iii) no waiver or modification will bind the Company unless it is in writing and is signed by an authorized representative of Sirius, (iv) Our receipt and deposit of Your initial premium does not constitute Our acceptance of liability, (v.) if You or Your TPA have misrepresented or concealed any material fact or circumstance, including any failure to disclosure all information required, We may rescind any policy issued; and (vi) only those persons eligible under Your Plan and the terms of an issued policy will be included.
- c. **NOTICE:** Employers/plan sponsors of self-funded health plans should not consider the purchase of stop loss coverage and/or excess loss coverage as complete protection from all liability created by the self-funded health plan. Employers/plan sponsors should be aware that the failure to comply with the terms of the stop loss policy and/or the provisions in the self-funded health plan may cause the employer/plan sponsor to incur liabilities under the health plan. For instance, if medical claims are paid on an ineligible

individual, the stop loss carrier may deny the reimbursement under the stop loss policy. In addition, the Arkansas Life and Health Insurance Guaranty Association does not cover claims reimbursable under a stop loss policy.

- d. **Fraud Warning** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Dated at _____ on the _____ day of _____ 20 _____

Signed for the Proposed Policyholder

Signed by Licensed Agent

Title

Please Print Agent Name

Agent License Number and Issuing State

SERFF Tracking #:	MCHU-128852303	State Tracking #:		Company Tracking #:	SSL-13-1000
State:	Arkansas	Filing Company:	Sirius America Insurance Company		
TOI/Sub-TOI:	H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan				
Product Name:	SIRA - Stop Loss - Policy/Schedule/Application				
Project Name/Number:	/				

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Application	Approved-Closed	01/30/2013
Comments:	Please see form schedule.		

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	01/30/2013
Comments:			
Attachment(s):			
AR Readability Certification 2013-Jan-22 executed.pdf			
AR Certificate of Compliance Reg 19 2013-Jan-22 executed.pdf			


		Item Status:	Status Date:
Satisfied - Item:	Authorization Letter	Approved-Closed	01/30/2013
Comments:			
Attachment(s):			
Sirius America - Authorization Letter 2013.pdf			

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Sirius America Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of the Arkansas Insurance Code 23-80-201 through 23-80-208, cited as the Life and Accident and Health Insurance Policy Language Simplification Act.

Form Number	Score
SSL-13-1000	45.5
SSL-13-5000AR	45.5

Signed: 
Name: Robert P. Kuehn
Title: Senior Vice President, General Counsel and Secretary

Date: January 22, 2013

**Certificate of Compliance with
Arkansas Rule and Regulation 19**

Insurer: Sirius America Insurance Company

Form Number(s): SSL-13-1000 & SSL-13-5000AR

I hereby certify that to the best of my knowledge and belief, the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.


Signature of Company Officer

Robert P. Kuehn

Name

Senior Vice President, General Counsel, and Secretary

Title

January 22, 2013

Date



**Sirius America
Insurance Company**

January 3, 2013

Re: Attached Filing Submission
Sirius America Insurance Company
NAIC Company Code: 38776

Please accept this letter as authorization from Sirius America Insurance Company ("Sirius America") for McHugh Consulting Resources, Inc. to file any or all policy forms and/or rates as referenced in the corresponding SERFF filing on behalf of Sirius America.

Sincerely,

Robert P. Kuehn
Senior Vice President, General Counsel and
Secretary
Sirius America Insurance Company